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The contract is held to be not within the statute of frauds, since the surrender of the child was a part performance, nor to be testamentary in its nature so as to be affected by the statute relating to the execution of wills

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**Liability of Telephone Company for Failure to Deliver Message.**—In *Western Union Telegraph Company v. Sanders*, 79 *Northeastern Reporter*, 406, the Appellate Court of Indiana holds that the statutory penalty for failure to transmit a telegram is recoverable, though the message was delivered orally to and taken down in writing by the company's agent outside its office, where it appeared that he filed the message in the office. Even though the telegraph operator be regarded as the agent of the sender of the message in writing it down and until the message was actually in the office of the company, yet when it was filed in the company's office by the operator in the line of his duty he ceased to be the agent of the sender, and became the agent of the company for whose acts it was liable.

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**Liability of Street Railroad for Loss of Baggage.**—That a street railroad company does not assume a carrier's liability with reference to a passenger's baggage brought by him on the car so as to be liable for its loss, without negligence on the part of the company, is the position assumed by the Supreme Court of Errors of Connecticut in *Sperry v. The Consolidated Railway Company*, 65 *Atlantic Reporter*, 962. The court says that the equipment of the cars and the duties of the conductor and motorman indicate that street car companies do not assume control of baggage brought by passengers, and hence they are liable only in case of negligence.

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**Trading Stamps.**—An ordinance attempting to prohibit the giving of trading stamps, so dear to many housewives, is in *City and County of Denver v. Frueauff*, 88 *Pacific Reporter*, 389, held not to be a valid exercise of the state's police power. This decision, and the one that the giving of trading stamps is not a gift enterprise within the constitutional prohibition, is by the Colorado Supreme Court, in this case, based on *Young v. Commonwealth*, 45 *Southeastern Reporter*, 327, and *State v. Dalton*, 22 R. I. 77.

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**Rights of Property Owners with Reference to Telephone Wires.**—In *Butler v. Frontier Telephone Company*, 79 *Northeastern Reporter*, 716, a property owner is by the New York Court of Appeals held entitled to bring ejectment against a telephone company to compel the removal of a telephone wire stretched across his property, though not in any place resting thereon. This decision is based on the settled theory of the law that the ownership of land extends upwards to an indefinite extent, and that the extent of obstruction is only one of degree.